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July 20, 1999

K. David Waddell
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

In Re: Proceeding for the Purpose of Addressing Competitive Effects of Contract
Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee

Docket No. 98-00559

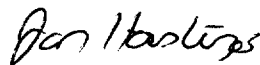
Dear David:

Enclosed please find the original plus thirteen (13) copies of MCImetro Access
Transmission Services, Inc.'s *revised* responses to BellSouth Telecommunications, Inc.'s data
requests regarding CSA KY98-4958-00 and CSA TN98-2766-00 dated July 9, 1999 in the above-
referenced docket.

Copies have been served on all parties of record.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC



Jon E. Hastings

JEH/sja
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee

Docket No. 98-00559

REVISED

MCI METRO ACCESS TRANSMISSION SERVICES, INC.'S
RESPONSES REGARDING CSA KY98-4958-00 AND CSA TN98-2766-00
TO BELL SOUTH TELECOMMUNICATIONS, INC.

MCI Metro Access Transmission Services, Inc. ("MCI") hereby submits *revised* responses to BellSouth Telecommunications, Inc.'s ("BellSouth") data requests dated July 9, 1999:

1. Identify each person participating in the preparation of the answers to these data requests or supplying information used in connection therewith, and explain with particularity each person's relationship, if any, to MCI.

RESPONSE: Jon Hastings, attorney for MCI

Susan Berlin, attorney for MCI

2. Do you contend that either BellSouth Contract Service Arrangement KY98-4958-00 or TN98-2766-00 is anticompetitive? If so, please:

(a) identify the specific terms, conditions, or provisions of the CSA which you contend are anticompetitive, if any;

(b) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein are anticompetitive; and

(c) identify and produce all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein is anticompetitive.

RESPONSE: Yes

2. (a) The entire contract is anticompetitive. In addition, the termination provisions, Section IX, and shortfall charges, Section V, are anticompetitive.

(b) The contract appears to be part of a deliberate attempt by BellSouth to lock up large volume customers who may or may not have access to alternative providers. A volume and term contract offered by a carrier with market power is anticompetitive. The termination provisions and shortfall penalties are punitive, unreasonable, and unrelated to BellSouth's actual costs.

(c) Documents concerning BellSouth's Premier Customer Plan ("PCP") are in the possession of BellSouth. Portions of those documents which describe the PCP have been previously filed in this proceeding by SECCA and Nextlink.

3. Do you contend that either BellSouth Contract Service Arrangement KY98-4958-00 or TN98-2766-00 violates state or federal law? If so, please:

(a) identify specifically all state or federal laws you contend each such CSA violates;

(b) identify the terms, conditions, or provisions of the CSA which you contend violates each state or federal law identified in response to (a) above, if any;

(c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein violates state or federal law; and

(d) identify and produce all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein violates state or federal law.

RESPONSE: Yes.

(a) T.C.A. §§ 65-4-122, 65-4-123, and 65-5-204.

47 U.S.C. § 253 (a)

(b) See answer to question 2 (a). In addition, the approval and enforcement by the TRA of these CSAs is a barrier to entry prohibited by Section 253(a) of the federal Telecommunications Act of 1996.

(c) See answer to question 2 (b).

(d) See answer to question 2 (c).

4. Do you contend that either BellSouth Contract Service Arrangement KY98-4958-00 or TN98-2766-00 violates any Authority rules? If so, please:

(a) identify specifically each Authority rule you contend each such CSA violates;

(b) identify the terms, conditions, or provisions of the CSA which you contend violates each Authority rule identified in response to (a) above, if any;

(c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein violates any Authority rule; and

(d) identify and produce all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein violates any Authority rule.

RESPONSE: Yes.

- (a) TRA Rule 1220-4-1-.07.
- (b) The entire contract violates the Rule.
- (c) The contract covers services already covered by BellSouth's general tariffs.
- (d) Not applicable.

5. Do you contend that either BellSouth Contract Service Arrangement KY98-4958-00 or TN98-2766-00 is discriminatory? If so, please:

- (a) identify the specific terms, conditions, or provisions of the CSA which you contend are discriminatory, if any;
- (b) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein are discriminatory; and
- (c) identify and produce all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein are discriminatory.

RESPONSE: Yes

- (a) The discount levels in the contracts, Sections III and VI, are discriminatory.
- (b) The discount is discriminatory because other customers in Tennessee may receive the same services from BellSouth's general tariffs but do not receive any discount. BellSouth has demonstrated no reasonable basis upon which to discriminate in favor of the contract customers.
- (c) Not applicable.

6. Have you ever provided or offered to provide Telecommunications Services in the State of Tennessee to the customer which is a party to CSA TN98-2766-00 or to an affiliate of that customer (See Appendix III of CSA TN98-2766-00 for a list of such affiliates)? If so, please:

(a) identify each customer or affiliate to whom you have provided or offered Telecommunications Services;

(b) identify the geographic location served or offered to be served and the Telecommunications Services provided or offered;

(c) identify the dates on which service was provided or offered and the dates service was discontinued, if applicable;

(d) state whether the service was provided or offered pursuant to MCI's approved Tennessee tariffs or pursuant to one or more special contracts; and

(e) identify and produce any proposals, special contracts or draft special contracts that are responsive to section (d) above.

RESPONSE: MCI has contacted both customers about offering telecommunication services. Neither customers have accepted MCI's offer. MCI is not aware of the reason for the customer's response. MCI has no documentation concerning these contacts.

7. Have you ever decided not to provide or offer Telecommunications Service in Tennessee to the customer which is a party to CSA TN98-2766-00 or to an affiliate of that customer because that customer or affiliate was subject to a CSA with BellSouth? If so, please:

(a) identify the customer or affiliate that was involved;

(b) identify the Telecommunications Services you would have provided or offered the customer or affiliate had the customer or affiliate not been subject to a CSA with BellSouth;

(c) identify and produce all documents that refer or relate to your decision not to provide or offer to provide Telecommunications Service to the customer or affiliate because the customer or affiliate was subject to a CSA with BellSouth.

RESPONSE: See response to Question #6.

8. If the customer which is a party to CSA TN98-2766-00 or an affiliate of that customer has ever declined any offer by you to provide Telecommunications Services in Tennessee, in whole or in part, because the customer or affiliate was subject to a CSA with BellSouth, please:

(a) identify the customer or affiliate that was involved;

(b) identify the Telecommunications Services which you offered to provide the customer or affiliate and which the customer or affiliate declined, in whole or in part, because the customer or affiliate was subject to a CSA with BellSouth;

(c) identify the CSA with BellSouth to which the customer or affiliate was a party or to which the customer or affiliate otherwise was subject; and

(d) identify and produce all documents that refer or relate to the decision by the customer or affiliate to decline your offer to provide Telecommunications Service because the customer or affiliate was subject to a CSA with BellSouth.

RESPONSE: See response to Question #6.

9. Have you ever provided or offered to provide Telecommunications Services in the State of Tennessee to the customer which is a party to CSA KY98-4958-00 or to an affiliate of that Customer? If so, please:

(a) identify each customer or affiliate to whom you have provided or offered to provide such Telecommunications Services;

(b) identify the geographic locations served or offered to be served and the Telecommunications Services provided or offered;

(c) identify the dates on which service was provided or offered and the dates service was discontinued, if applicable;

(d) state whether the service was provided or offered pursuant to MCI's approved Tennessee tariffs or pursuant to one or more special contracts; and

(e) identify and produce any special contracts or draft special contracts that are responsive to section (d) above;

RESPONSE: See response to Question #6.

10. Have you ever decided not to provide or offer to provide Telecommunications Service in Tennessee to the customer which is a party to CSA KY98-4958-00 or to an affiliate to that customer because that customer or affiliate was subject to a CSA with BellSouth? If so, please:

(a) identify the customer or affiliate that was involved;

(b) identify the Telecommunications Service you would have provided or offered the customer or affiliate had the customer or affiliate not been subject to a CSA with BellSouth;

(c) identify and produce all documents that refer or relate to your decision not to provide or offer Telecommunications Service to the customer or affiliate because the customer or affiliate was subject to a CSA with BellSouth.

RESPONSE: See response to Question #6.

11. If the customer which is a party to CSA KY98-4958-00 or an affiliate of that customer has ever declined any offer by you to provide Telecommunications Services in Tennessee, in whole or in part, because the customer or affiliate was subject to a CSA with BellSouth, please;

(a) identify the customer or affiliate that was involved;

(b) identify the Telecommunications Services which you offered to provide the customer or affiliate and which the customer or affiliate declined, in whole or in part, because the customer or affiliate was subject to a CSA with BellSouth;

(c) identify the CSA with BellSouth to which the customer or affiliate was a party or to which the customer or affiliate otherwise was subject; and

(d) identify and produce all documents that refer or relate to the decision by the customer or affiliate to decline your offer to provide Telecommunications Service because the customer or affiliate was subject to a CSA with BellSouth.

RESPONSE: See response to Question #6.

12. If you contend that any of the provisions of Section IX, Termination Liability, of either CSA TN98-2766-00 or CSA KY98-4958-00 are anticompetitive, please:

(a) identify the specific provisions of Section IX which you contend are anticompetitive;

- (b) state in detail the factual and legal basis for your contention; and
- (c) identify and produce all documents which support your contention.

RESPONSE: See response to question #2.

13. Please identify and person or entity which you contend is similarly situated to the customers which are parties to CSA KY98-4958-00 and TN98-2766-00 and which you contend were denied access to Telecommunications Services at rates, terms or conditions comparable to those set forth in CSA KY98-4958-00 or CSA TN98-2766-00. For each person or entity identified, please describe in detail the process or means by which you determined that such person or entity is "similarly situated."

RESPONSE: Upon information and belief, MCI contends that other customers receive some or all of the same services that BellSouth provides to the customers in these contracts but that the contract customers pay a lower rate for those services. BellSouth has demonstrated no reasonable basis upon which to discriminate in favor of the contract.

14. If you contend that any price for any Telecommunications Services provided for in either CSA KY98-4958-00 or TN98-2766-00 violate the provisions of T.C.A. § 65-5-208(c), please:

- (a) identify each Telecommunications Service the price of which you contend violates T.C.A. § 65-5-208(c);
- (b) for each Telecommunications Service identified in response to (a), identify all elements that are essential elements utilized by Competing Telecommunications Service Providers and the rate you contend is applicable for each such element;

(c) for each Telecommunications Service identified in response to (a), identify all elements that you contend are competitive elements and the cost you contend is the total long-run incremental cost of each such element; and

(d) identify and produce all documents which support your response to this data request.

RESPONSE: Not applicable.

15. For each special contract to which MCI is a party, please:

(a) identify the time and manner by which you notified the Authority of the existence of the contract;

(b) identify the time and manner by which you provided the Authority with a copy of the contract and/or a written summary of the contract's provisions;

(c) identify all similarly situated person or entities to which you have made the contract available;

(d) identify all persons or entities who have requested Telecommunications Services under the terms and conditions of any such contract and your response to that request; and

(e) identify and produce documents related to each of your responses to this Data Request.

RESPONSE: This information is not relevant and not likely to lead to the discovery of relevant evidence.

16. Produce copies of all documents identified in response to these data requests.

RESPONSE: Not applicable.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: Jon Hastings
Jon E. Hastings

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CERTIFICATE OF SERVICE

I hereby certify that on July 20, 1999, a copy of the foregoing document was served on the parties of record via first class mail or facsimile:

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